

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2023, by and between the **SCHOOL BOARD OF BREVARD COUNTY, FLORIDA (the "BOARD")** and Dr. Mark Rendell **(the "SUPERINTENDENT")**:

WHEREAS, the Board made its selection of School Board Candidate on May 2, 2023;

WHEREAS, the Board desires to retain the Superintendent to provide the leadership for The School District of Brevard County, Florida (the "District"), faithfully in accordance with all statutes, laws, rules, and regulations prescribing the duties and responsibilities of a school superintendent in the State of Florida, by collaborating with the Board in a spirit of cooperation for the formulation and implementation of policies, procedures, and practices which by law require the action of the Board; and

WHEREAS, the Board is authorized to employ a Superintendent of Schools under Article IX, Section 5, of the Florida Constitution, and, in accordance with Sections 1001.50 and 1001.51, Florida Statutes, which provide, among other things, that the Board shall appoint and enter into a contract of employment with the Superintendent of Schools; and

WHEREAS, the Superintendent is willing to provide the services of the superintendent for the District and to faithfully and fully comply with all statutes, laws, rules, and regulations prescribing the duties and responsibilities of such office as set forth in this Agreement, including services that the Board properly may prescribe from time to time, and to give his time, energy, and ability in furtherance of the District school system and in keeping with the official authority of the Board.

NOW THEREFORE, in consideration of the premises and the mutual agreements provided herein, the parties agree as follows:

1. RECITALS:

The foregoing recitals are true and correct and incorporated herein by reference.

2. POSITION OF EMPLOYMENT:

The Superintendent shall perform the duties of the Superintendent of Schools in and for the public schools of the District as prescribed by the laws of the State of Florida and by the rules and regulations made thereunder by the State Board of Education.

3. TERM OF EMPLOYMENT:

The term of this Agreement shall commence on June 1, 2023, and continues until June 30, 2026, subject to the provisions for termination and renewal set forth in this Agreement. If the Superintendent does not desire to extend this Agreement, then the Superintendent must so notify the Board in writing within thirty (30) days of being offered a contract extension. In the event the Acting Superintendent takes vacation or sick leave during the Transition Period, the Superintendent Designee shall have the authority to become Acting Superintendent of Schools during such absences. As of June 1, 2023 Dr. Rendell shall become the Superintendent of Schools with all lawful authority as provided in Article IX of the Florida Constitution and by law.

4. SUPERINTENDENT'S DUTIES:

The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent of Schools for the District as required by law and as may be assigned by the Board, and shall comply with all Board directives, State of Florida and Federal laws, and District policies, rules, and regulations as they exist or may hereinafter be adopted or amended. The Superintendent agrees to devote his full time and energy to the performance of those duties in a faithful, diligent, and efficient manner, provided, however, that the Superintendent may undertake speaking engagements, writing, lecturing, or other professional duties and obligations. It is specifically agreed that such activities shall not in any way take precedence over or conflict with the regular duties of the Superintendent. The Board shall not assign the Superintendent to any other position in the District nor shall it reassign the Superintendent's duties to other employees in the District.

5. BOARD SUPERINTENDENT COMMUNICATIONS & ROLES/ RESPONSIBILITIES:

The Board and the Superintendent agree that they will work with each other in the spirit of cooperation and teamwork and shall provide each other with periodic opportunities to discuss Board/Superintendent relationships and communications. A process and procedure by which the Board and the Superintendent communicate is already in place. The Board recognizes that it is a collective body and that each Board member recognizes that his or her authority as a Board member is derived from the collective deliberation and action of the Board as a whole. It is agreed that the Board, individually and collectively, shall refer promptly to the Superintendent for study and recommendation any criticism, complaints, and suggestions brought to the attention of the Board or any member of the Board regarding the administration of the District or the performance of the Superintendent.

In the event the Superintendent intends to apply for and/or enters negotiations to consider alternative employment, the Superintendent shall notify the Board of such intent to apply and/or intent to enter into negotiations within three (3) business days of said action.

In the event the Superintendent is a party to any legal proceeding and/or investigation (i.e. civil action, suit, traffic infraction/warning, agency investigation, personal investigation, etc.), the Superintendent shall notify the Board of such incident within three (3) business days of such incident or being made aware of such incident.

6. COMPENSATION AND BENEFITS:

The Superintendent shall be paid in accordance with the Board's normal payroll practices, determined as follows:

6.1. Annual Salary:

6.1.1. For the first fiscal year of this Agreement ending June 30, 2023, the Superintendent shall receive a pro rata share, based on the Effective Date, of a base annual salary of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), less appropriate deductions for employment taxes and income tax withholding.

6.1.2. For the fiscal years beginning July 1, 2024 and each July 1st of each subsequent year during the term of this Agreement, the Superintendent shall receive a base annual salary equal to the annual salary applicable for the immediately preceding period, subject to potential adjustment as follows: If the Superintendent receives an overall average evaluation score of 3.5 or higher, as set forth in section 14 of this Agreement, and subject to Board approval, the Superintendent's salary shall be increased by the percentage of salary increase provided to other twelve (12) month administrative employees of the Board, if any. For example, if administrative staff receives an aggregate raise of 1.5% for the 2023-2024 school year, and the Superintendent's performance evaluation for the 2023-2024 school year entitles him to a performance raise under this section, beginning July 1, 2024, the Superintendent's base compensation would be increased by 1.5%. If other twelve (12) month administrative employees of the Board do not receive a salary increase for a particular year, then the Superintendent will not be eligible for a salary increase for that year. In no event shall the Superintendent's annual salary be reduced during the term of this Agreement without the written mutual agreement of the Superintendent and Board.

6.1.3 The Board reserves the right to establish annual performance-based objectives related to the District's strategic plan for the Superintendent. If this option is exercised, the Board shall determine award of performance incentive pay to the Superintendent on an annual basis but no later than October 1st of each year following the 2023-2024 school year, by establishing up to five (5) measurable performance goals in writing. The Superintendent shall report in his self-evaluation on the progress of each measurable performance goal. The actual amount for each measurable performance goal shall be determined by the Board at the time each measurable goal is established. Payment shall be made within sixty (60) days of the Board's verification of the measurable performance goal achievement. The performance incentive pay awarded is a one (1) time payment for each measurable performance goal achieved per year that the Board identifies performance goals.

6.2. Performance Salary Incentive:

In addition to the base annual salary provided in sections 6.1.1. and 6.1.2. above, and the performance-based incentive pay option set forth in section 6.1.3 above, the Superintendent shall be eligible to receive salary enhancements in accordance with Section 1001.50, Florida Statutes, if:

6.2.1. He meets and maintains the certification requirements for the special qualification salary as set forth in Section 1001.47(4), Florida Statutes (a \$2,000.00 annual recurring enhancement) by completing, obtaining, and maintaining the certification through the Florida Association of District School Superintendents. If the certification is earned during a school year, the increase shall be prorated from the date the certification received to June 30th of that year; and/or

6.2.2. He receives and maintains a Chief Executive Officer Leadership Development Certificate as set forth in Section 1001.47(5), Florida Statutes (a \$3,000.00 to \$7,500.00 annual recurring enhancement) by completing, obtaining, and maintaining the certification through the Florida Association of District School Superintendents. If the certification is earned during a school year, the increase shall be prorated from the date the certification received to June 30th of that year.

It is specifically understood between the parties that any monies earned under this section 6.2 shall not be considered a part of the Superintendent's base salary.

6.3. Retirement Benefits:

In addition to the annual salary, the Board shall make an annual payment on behalf of the Superintendent to secure retirement benefits. The annual payment will be made to the Florida Retirement System Pension Plan, Senior Management Service Class ("FRSPP SMSC") in each fiscal year of the Agreement. The Board will assume all costs for the funding of the FRSPP SMSC required to comply with this section.

6.4. Supplemental Life Insurance:

In addition to the standard District life insurance benefit, the Board shall provide the Superintendent a supplemental life insurance policy with policy limits of two (2) times annual salary. The Superintendent shall have the sole discretion to designate the beneficiary/beneficiaries under the policy.

6.5. Disability Insurance:

The Board shall reimburse the Superintendent for the premium cost of a disability insurance policy with payment of an annual premium not to exceed One Thousand Dollars (\$1,000.00). The Superintendent will own the policy and will pay the premiums for the policy. The cost, up to One Thousand Dollars (\$1,000.00) will be reimbursed upon the Superintendent submitting the necessary documents to verify payment of the annual premium.

6.6. Sick Leave:

The Board shall provide the Superintendent sick leave in accordance with the maximum allowed by Board policy, including providing the Superintendent the opportunity to transfer all accumulated sick time he has already earned in accordance with Board policy. Any sick leave earned up to the time of the effective date of this Agreement shall be paid out at the final rate of pay in the position held when the sick leave was earned prior to being Superintendent should those hours need to be paid out. The Superintendent may accrue sick leave in accordance with Board policy and utilize retirement options provided to other employees.

7. ADDITIONAL BENEFITS:

In addition to the many benefits, insurance, and leave provided for in this Agreement, the District shall provide all other benefits of employment that are granted to the District's management employees, except that the District shall provide the Superintendent twenty-four (24) days of vacation per annum during the term of this Agreement. Such vacation days shall be in addition to Board-approved holidays and shall accrue at the rate of two (2) vacation days per month. In the event the Superintendent separates from his employment with the District, either voluntarily or involuntarily, the vacation days shall be pro-rated at a rate of two (2) days per month or partial month worked and paid out pursuant to Board Policy.

Any vacation leave earned up to the time of the effective date of this Agreement shall be paid out at the final rate of pay in the position held just prior to Superintendent. The Superintendent may accrue vacation leave in accordance with Board policy as modified by this Agreement and utilize retirement options provided to other employees.

8. OPTION TO CONVERT VACATION DAYS:

At the Superintendent's discretion, he may elect to convert a maximum of fifteen (15) days of unused vacation time per year to paid days. This option to convert will be exercised by June 30th of each year, with the applicable payment to be made within thirty (30) days thereafter. The amount of payment for each converted vacation day shall be calculated based upon the Superintendent's then current salary divided by two hundred fifty-five (255), which is the approximate number of contracted workdays throughout each year upon which the Superintendent's salary is based.

9. PROFESSIONAL GROWTH AND DEVELOPMENT:

The Board expects the Superintendent to continue to engage in professional growth and development. In support of the Superintendent's professional growth and development, the District shall pay for the professional growth and development of the Superintendent, which shall include at a minimum, membership dues for professional associations, attendance at meetings or conferences on the national, state, or local level, and any other affiliations that may be of value in improving the school system. The Board shall work with the Superintendent to develop an annual budget for this professional growth and development.

10. CIVIC ASSOCIATIONS:

The Board expects the Superintendent to be involved in the community, including in civic associations. As a result, and with the concurrence of the Board Chair, the District shall reimburse or pay the cost of memberships and associated costs for the Superintendent to participate in civic associations that are of value to the support of the District. The Board shall work with the Superintendent to develop an annual budget for participation in civic associations.

11. TRANSPORTATION:

The duties of the Superintendent require the Superintendent to travel extensively in the District and for District business outside of Brevard County. As a result, the Board shall provide the Superintendent with a full-size vehicle for his use during the term of this Agreement, and the Board will pay or provide for the cost of maintenance and operation of this vehicle, including fuel, oil, and insurance. The Superintendent also may use this vehicle for his personal use within Brevard County.

12. TECHNOLOGY:

The District shall provide the technology necessary to carry out the duties of the Superintendent in the District, including a smartphone, tablet, and laptop.

13. BUSINESS EXPENSES:

To assist the Superintendent in carrying out his duties pursuant to this Agreement, the District shall reimburse the Superintendent for business expenses, including tolls, parking, and fuel, pursuant to Board policy and state law.

14. EVALUATION:

14.1. Evaluation Process:

By September 1st of each year of this Agreement, the Superintendent shall submit to the Board a recommended form, format, and process regarding his evaluation in substantially the same form as it has been in previous years. By October 1st of each year of this Agreement, the Board and the Superintendent shall meet to discuss and agree on the recommended form, format, and process and to develop and to agree on District annual goals and performance criteria. No later than the end of June of each year of this Agreement, the Board shall evaluate and assess the performance of the Superintendent. The evaluation shall be reasonably related to the job description of the Superintendent, which is attached as Attachment A, and the District's annual goals performance criteria, as developed and agreed to by the Board and the Superintendent. As specified in section 14.2 below, the Board and the Superintendent shall meet to evaluate the Superintendent's performance. One (1) month prior to the evaluation meeting, the Superintendent shall submit a detailed self-evaluation to the Board. This self-evaluation shall address all

aspects of the Superintendent's duties and performance and also shall provide an assessment of progress towards the achievement of the annual District goals and performance. At least three (3) weeks prior to the evaluation meeting, evaluation forms shall be distributed to the individual Board members for completion and submission to the Board Chairperson prior to the evaluation meeting. These completed evaluation forms shall address all aspects of the Superintendent's duties and performance and also shall provide an assessment of progress towards achievement of the District's annual goals and performance.

14.2. Evaluation Meeting:

No later than the end of June of each year of this Agreement, beginning June of 2024, the Board and the Superintendent shall hold an evaluation meeting. The evaluation meeting will be given over entirely to the evaluation and all Board members are encouraged to attend/participate but a majority of the members present will determine whether to proceed should a quorum exist but all Board members not be present. A quorum must be present to conduct the meeting. At the evaluation meeting, the Board collectively will discuss the evaluation forms submitted and the Superintendent's self-assessment and will present its written evaluation to the Superintendent. The final written evaluation shall speak to how successfully the Superintendent met the District annual goals and performance criteria for the evaluation year. The final written evaluation shall come from the Board as a whole rather than consisting of only comments from individual Board members. The final written evaluation shall note both successes and any suggestions for improvement. The Board will invite the Superintendent's participation during the evaluation meeting and the Superintendent may provide a written response to the Board's evaluation within three (3) weeks of the evaluation meeting. Any response by the Superintendent to the Board's evaluation will become a part of the final evaluation. For each year of this Agreement, the Superintendent and the Board shall review and consider increasing the Superintendent's annual salary as part of the Superintendent's evaluation.

15. TERMINATION:

This Agreement may be terminated before the end of any term by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions that are agreed upon by the Board and the Superintendent.

If the Superintendent resigns or leave his employment hereunder during the term of this Agreement without the consent of the Board, the Board may terminate this Agreement. In such case, the Board shall pay to the Superintendent an amount equal to the unpaid portion of the Superintendent's salary and any accrued benefits and expenses due pursuant to this Agreement through the date of resignation. No other compensation or benefits shall be due.

The Superintendent may terminate this Agreement at any time upon ninety (90) days' written notice to the Board from the Superintendent of intent to terminate. Upon receiving the ninety (90) day written notice of termination, the Board may opt for earlier termination of this Agreement prior to the ninety (90) days. In any event, the Board shall pay to the Superintendent an amount equal to the unpaid portion of the Superintendent's salary through the date of termination, together with such payments, expenses, or benefits as would accrue through the date of termination. No other compensation or benefits shall be due.

The Board shall have the right to dismiss the Superintendent and terminate this Agreement for cause by majority vote of the Board. For purposes of this Agreement, cause is defined as material breach of this Agreement and/or for any conduct that would constitute cause for dismissal of instructional personnel as provided in Section 1012.33(6)(a), Florida Statutes, as amended. Notice for cause, including the reasons for termination, shall be given to the Superintendent in writing and the Superintendent shall be entitled to such due process rights as provided by law and Board policy. In the event of termination for cause, the Superintendent shall be paid the Superintendent's regular compensation, including his annual salary, and benefits up to the date of termination and for any accrued benefits and expenses due pursuant to this Agreement.

Notwithstanding any other provisions of this Agreement, the Board may terminate the Superintendent's employment hereunder without cause by a majority vote of the Board. Should the Board terminate this Agreement without cause, the Board shall continue to pay the Superintendent his then current compensation for: twenty (20) consecutive weeks, as an agreed upon severance payment and shall pay any accrued benefits and expenses due pursuant to this Agreement. The Board shall make the severance payment and any accrued benefits and expenses due pursuant to this Agreement in a lump sum on the date of termination.

16. ANNUAL PHYSICAL EXAMINATION:

By June 30th of each year of this Agreement, the Superintendent shall have an annual physical examination at Board expense at one of the District's health clinics. The Board shall have the right to require the Superintendent to have a second physical examination by a doctor licensed to practice in the State of Florida of its choosing and at its expense. It is the intention of the parties that the physical examination is to be for the purpose of providing the District with a certificate of good health as it relates to employment status rather than furnishing detailed personal information. The Superintendent shall provide the report to the Board and the report shall be confidential in accordance with state and federal law.

17. DISABILITY:

If a question exists concerning the capacity of the Superintendent to perform his duties, the Board may require the Superintendent to be examined by a physician licensed to practice in the State of Florida to determine whether the Superintendent is physically and mentally capable, with or without reasonable accommodations, of performing his duties. In the event it is determined by the examining physician that the Superintendent is not able to perform the duties of the Superintendent, with or without reasonable accommodations, and this continues for a period in excess of six (6) months in any term year, the Board may terminate this Agreement.

18. INDEMNIFICATION:

Subject to the limitations set forth in Section 768.28, Florida Statutes, the Board will defend, save harmless, and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his capacity as agent or employee of the Board that may arise while he is acting within the scope of his employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property, or in the case of malfeasance in office; and further, criminal litigation shall not be included in this indemnity clause. The Board will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Board's obligation to indemnify the Superintendent shall survive the termination of this Employment Agreement. Nothing herein shall be deemed to be a waiver of the Board's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

19. MODIFICATION OF AGREEMENT:

This Agreement may be amended or modified by the mutual written consent of the Board and the Superintendent.

20. SAVINGS CLAUSE:

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

21. JURISDICTION AND VENUE:

This Agreement shall be governed by the laws of the State of Florida. Venue in any action to enforce or interpret this Agreement shall be in Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this _____ day of _____, 2023.

Signed, sealed and delivered
in the presence of:

**THE SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA**

MATTHEW SUSIN
Chairperson

MARK RENDELL, Ed. D.
Superintendent

FORM APPROVED BY:

PAUL GIBBS
General Counsel

ATTACHMENT A

JOB DESCRIPTION FOR SUPERINTENDENT